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SERVICE AGREEMENT

This Agreement is entered into between

Low Associates, Inc 4612 S. Main St South Bend, IN 46614 ("Company")

And

Hendricks County 355 S. Washington St. Danville, IN 46122 ("Customer")

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GENERAL TERMS AND CONDITIONS

I. **DEFINITIONS**

"Documentation" means the user manual and other similar information about the features and use of the program products. Such documentation shall be provided, at Company's option, in either hard-copy or in electronic form.

"Database Management Software" means a third party software product that supports the program product in transaction processing application in a distributed environment.

"Database" means a large collection of data organized especially for rapid search and retrieval by a computer.

"Designated Holiday" means each of the following days: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the immediately succeeding Friday, Christmas Eve and Christmas Day.

"Software Release" means the original of or a successor to a specified program produc and which is generally offered and expressly designated by the Company in its sole discretion as a Version.

"Software Error/Defect" Software Error/Defects means any failure of the program product to perform correct calculations.

II. COMPENSATION

In consideration of the performance of the services set forth in this Agreement, the Company will receive fees in the amounts set forth in the schedules attached. These fees are subject to change annually or as services change. Changes in fees must be agreed to by both the Company and the Customer. Notice of such fee changes shall be given to Customer not later than thirty (30) days prior to billing date.

III. PAYMENT

Service shall be invoiced as specified on attached schedules. Customer agrees to pay t Company within thirty (30) days from the date of each invoice. Company may, at its discretion, charge Customer interest on any late payment at the rate of 1.5% per mont or the maximum rate allowed by law.

IV. TERM OF SUPPORT AGREEMENT

Initial license fee shall commence on the first of the next month following installation and will be prorated for the remainder of the calendar year.

This Agreement shall renew automatically for an additional term of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prio to the expiration date of the initial term or any subsequent twelve-month term.

V. CONFLICT

In case of conflict between the terms of this Agreement and terms of the attached schedule(s), the terms of the attached schedule(s) will control.

VI. SEVERABILITY/GOVERNING LAW

If any provision of this Agreement is declared invalid or unenforceable, such invalidity or unenforceability will not affect the balance of this Agreement, but the balance of thi Agreement will be construed as if not containing the provision, and the rights and obligation of the parties will be construed and enforced accordingly, provided that sam is not of a material nature and does not substantially affect the work or the cost associated. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana, and any judicial proceeding on this Agreement shall be brought in the courts of the State of Indiana.

VII. DEFAULT

The Company or Customer may declare this Agreement in default if either violates any term of this Agreement and fails to correct such violation within thirty (30) days after written notice. No notice of default shall be necessary if Customer fails to pay any invoice when due. The Company or Customer may pursue any alternative or additiona and cumulative remedies provided by law and the prevailing party in any litigation to recover its costs and its attorney fees.

VIII. AGREEMENT

This Agreement includes the schedules attached to this Agreement, and, by this reference, made an integral part hereof and constitute the complete and entire Agreement between the parties with respect to the subject matter hereof and supercederall previous proposals, oral or written, express or implied, and all negotiations, conversations or discussions heretofore had between the parties related to the subject matter of this Agreement. The attached schedules are subject to change annually. It is intended that while the schedule(s) would change periodically, the base agreement with remain in effect until terminated or amended.

IX. LIFE EXPECTANCY

Customer understands, acknowledges and agrees that the technology upon which computer equipment and software is based changes very rapidly. Company makes no representations that the software products identified in the Agreement will be functiona for the Customer indefinitely. Future resources may be necessary which include, but are not limited to, additional disk storage and memory, as well as workstations/servers and third party software upgrades. Company believes that the product provided the Customer hereunder will function in a satisfactory manner for a reasonable period of time. Company believes that a reasonable period of time for any new software would be a minimum of three (3) years.

X. AMENDMENT

This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived, in whole or in part, except in writing signed by both parties.

XI. INDEPENDENT CONTRACTOR

The relationship of the Company to the Customer is that of an independent contractor, and no principal-agent or employee relationship is created by this Agreement.

XII. LIABILITY

During the term of this Agreement, Company shall maintain insurance coverage covering its operations as follows:

Company will provide and maintain Worker's Compensation coverage for our employees that complies with the statutory requirements of the State of Indiana and Employers Liability (Coverage B) in the amount of \$100,000 per accident, \$100,000 per employee and \$500,000 by disease. We will provide and maintain a Commercial General Liability policy with an aggregate limit of \$1,000,000 that provides coverage for an accident causing Bodily Injury or Property Damage to other where we are legally liable.

Upon request of customer, Company shall provide Customer with Certificate (s) of Insurance.

Company shall not be liable for:

Damages (regardless of their nature) arising from any delay or failure by Company to perform its obligations under this Agreement due to any cause beyond Company's reasonable control.

Company shall not be liable for any loss, damage or claim resulting from any of the products or services provided, except for loss or damage caused solely by the negligence of Company.

Not withstanding any other provision of this Agreement, Company's liability under this Agreement, whether under contract law, tort law or otherwise shall in no event exceed the limits of Company's liability insurance coverage

XIII. WAIVER

No failure by either party hereto to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstance giving rise to such right.

XIV. REPRESENTATIONS OF CUSTOMER

The Customer is authorized to enter into and to carry out its obligations under this Agreement. This Agreement has been authorized, executed and delivered by the Customer in accordance with all applicable laws, rules, ordinances and regulations. This Agreement is valid, legal, binding and enforceable in accordance with its terms. The person signing this Agreement on behalf of Customer has the authority to do so, and is acting with the full authorization of the Customer's governing body.

XV. REPRESENTATIONS OF COMPANY

The Company is authorized to enter into and to carry out its obligations under this Agreement. This Agreement has been authorized, executed and delivered by the Company in accordance with all applicable laws, rules, ordinances and regulations. This Agreement is valid, legal, binding and enforceable in accordance with its terms. The person signing this Agreement have the authority to do so, and is acting with the full authorization of the Company's governing body.

XVI. NON-SOLICITATION CUSTOMER

For the duration of this Agreement and for the period of two (2) years following termination hereof, Customer shall not directly or indirectly recruit or attempt to recrui any employee or agent of Company or otherwise initiate any offer or promise of employment with any employee or agent of Company without the prior written consen of Company. If permission is granted by Company to Customer and an employee or agent of Company is employed by Customer any time prior to the termination of this Agreement or the two (2) year period thereafter, then Customer shall pay a fee to Company in the amount of one (1) times the annual salary of such employee or agent for the period in which such employee or agent is employed by Customer.

XVII. NON-SOLICITATION COMPANY

For the duration of this Agreement and for the period of two (2) years following termination hereof, Company shall not directly or indirectly recruit or attempt to recruit any employee or agent of Customer or otherwise initiate any offer or promise of employment with any employee or agent of Customer without the prior written consent of Customer. If permission is granted by Customer to Company and an employee or agent of Customer is employed by Company any time prior to the termination of this Agreement or the two (2) year period thereafter, then Company shall pay a fee to Customer in the amount of one (1) times the annual salary of such employee or agent for the period in which such employee or agent is employed by Company.

VIII. CUSTOMER RESPONSIBILITIES

Customer's office space, office equipment, computers and other equipment or records that may be required to perform the tasks described herein, including access after normal working hours and on weekends if required. The Customer shall provide the necessary personnel to maintain security of the facility.

Customer shall create and maintain timely, accurate and readable electronic backups of all data, program and system files. Company will advise Customer of the proper procedures regarding same. Company shall not be responsible for data lost due to Customer's failure to maintain proper backups, nor for data which cannot be retrieved due to damage or faulty backup media.

Customer shall provide and maintain a dedicated voice-grade phone line (no operator interface) and modem to facilitate remote support services. This phone line shall be installed prior to equipment/software installation.

XIX. COMPANY RESPONSIBILITIES

Company shall provide support services for the licensed software identified on Schedul hereto. Such services shall include troubleshooting, technical analysis, problem diagnosis and procedural assistance. All such services shall be provided via telephone or on-site contact with Customer and/or remote dial-up access by Company into customer's computer system.

Company shall be responsible for using all reasonable diligence to attempt to correct c cure any verifiable and reproducible defect in a program product by issuing corrected instructions, a restriction, a bypass or procedural work around or a new release. Company shall not be responsible for correcting any defect in any version of the program product other than the most recent version/release of the program product.

Company shall issue a new release of the program products from time to time to its contracted support customers. Such releases may include functionality enhancements, error corrections and modifications required by legislation and/or administrative rule.

From time to time, Company may develop a completely new version of a program product. Said version would typically incorporate the use of new technologies as well as the addition of significant functional enhancements. New versions may require the Customer to pay additional license fees as determined by Company. In such event, Company shall continue to support the prior version of the program product for a reasonable period.

The Company shall maintain a trained staff capable of rendering the services set forth herein and will perform its services under this Agreement in a professional manner reasonably consistent with standard industry practices.

The Company will safeguard any materials and information provided by the Customer such as checks, purchase orders, signature equipment, etc. in a reasonable manner prescribed by the Customer. In lieu of specific guidance from the Customer, the Company will use reasonable care to prevent unauthorized access or disclosure to Customer materials and information.

XX. INTERNET ACCESS

Customer hereby assumes the risk of and shall indemnify and hold harmless the Company from and against any claim, loss, damage or expense, either direct or indirect incurred, made or suffered by Customer in connection with or in any way arising out of Customer's use of the Internet, including, but not limited to, any occurrences of (a) unauthorized access by any party (hacking) into any of Customer's equipment, softwar or databases and (b) computer viruses downloaded to or found to exist on Customer's equipment, software or databases.

XXI. GENERAL

Company shall maintain a telephone support line for customer support to report problems associated with the covered products listed on Attached Schedules. Telephone support is not intended to serve as a training facility.

Service coverage is 7:30 a.m. to 4:30 p.m. Eastern Standard Time, Monday through Friday, excluding Designated Holidays.

The Company shall activate an escalation plan to involve the necessary technical resources in the event of extraordinary circumstances. In certain situations a problem may require special effort to return the system, to normal operation, i.e., reloading of

system and/or application software, restoration of data files, etc. In such cases it may be necessary to secure the onsite services of a Company technician. Expenses incurred by the company to resolve software error/defects in the program product will be paid for by the Company.

Company shall have no liability with respect to any problems associated in any way with Customer's installation and/or use of any equipment, system or application software purchased by Customer from another vendor. Customer acknowledges that its use of such products may adversely affect the operation of those products supplied by Company. In such event Company will provide it best efforts to identify and if practica to resolve the problem.

APPLICATION SOFTWARE

I. DELIVERABLES

The Company does hereby grant and Customer accepts personal, nontransferable and nonexclusive right and license to use the application software identified on the attached Schedule during the term of Agreement.

II. OWNERSHIP/CONFIDENTIALITY

Customer acknowledges that the program products, including all underlying intellectua property rights, are and shall remain the exclusive property of Company and that Company holds the copyright interests therein, the program products being treated as unpublished works. Customer further acknowledges that the program products incorporate trade secrets and confidential information of Company, and Customer shall hold the trade secrets and confidential information in trust and shall not disclose, publish, release, transfer or otherwise make available any program products, in any form, to any person other than an employee of Customer or Company without the prior written consent of Company, except during the period any such person is on Customer' premises for purposes specifically related to Customer's use of the program products. Customer shall take all reasonable steps to insure that its employees comply with the terms of the provision. Customer shall not allow the Company's program products to enter the public domain.

The program products shall be used only for the processing of Customer's own transactions and maintaining its own records. Customer shall not permit any third part to use the program products or the related documentation, or permit access thereto except by its employees and/or associated government agencies as required to carry ou duties in the ordinary and normal course of business.

Customer shall have the right to copy the program products for backup and archival purposes only. Customer shall not remove any copyright, trademark, proprietary legends, or legal or warning notices included on or embedded in any program products. All copies made by Customer shall be the property of Company.

III. DATABASE MANAGEMENT SOFTWARE

Customer will purchase the third party's Database Management Software that the program product uses and will abide by agreement contract of the third party's Database Management Software.

IV. WARRANTY

Each program product is warranted to conform to the specifications as provided in writing by the Company. Customer agrees that its sole and exclusive remedy and Company's sole obligation, if a program product warranted hereunder fails to conform to the applicable specifications, and Customer has advised Company of such failure in writing during the term of the warranty, is for Company to provide programming services to correct any defect in a timely manner. For purposes of this provision, non-conformance to specification and the term "error/defect" shall mean only significant deviations from the specifications for such current release of the program product.

THE ABOVE IS THE ONLY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT IS MADE BY THE COMPANY WITH RESPECT TO PROGRAM PRODUCTS. THE COMPANY MAKES NO OTHER SUCH WARRANTY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH IS HEREBY EXPRESSLY DISCLAIMED. NO ORAL OR WRITTEN REPRESENTATIONS, INFORMATION OR ADVICE GIVEN BY THE COMPANY. ITS AGENTS OR ITS EMPLOYEES SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE FOI THAT PURPOSE.

V. INTELLECTUAL PROPERTY INDEMNITY

Company agrees to indemnify and defend Customer from any and all suits, judgments, damages, claims, demands, actions, causes of action, proceedings, expenses or liabilition of any nature, which are threatened or brought against or are incurred by Customer arising from a claim that the licensed application program product constitutes an infringement of any United States patent or copyright, or is a trade secret of another, provided, however, that Company is notified thereof promptly in writing. Company shall have the sole control of the defense of any such suit, proceeding or action. Company, in its sole discretion, shall have the right to settle any suit, proceeding or action.

If the use of any element of a program product is enjoined or prohibited or threatened to be enjoined or prohibited as a result of any such claim, suit, action, proceeding or settlement, Company shall have the right to (a) procure for Customer the right to continue to use said element; (b) replace said element with a comparable element which is non-infringing or is not such a trade secret; (c) modify said element so it becomes non-infringing or no longer is such a trade secret; or (d) terminate the license for said element and credit Customer the amounts Customer has paid to Company for said program product.

VI. TERMINATION

Within thirty (30) days after the termination or cancellation for any reason of the license(s) granted hereunder, Customer shall certify, in writing, to Company that it has destroyed all electronic and/or archival copies of the program products.

If Company has ceased its ongoing business operations regarding the sale or support of "Company authored application software", Company will provide the source code to Customer specifically for the purpose of converting software/data.

VII. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assigns of the parties, provided, however, that no assignment shall be made by either party without the prior consent of the other. Any attempt by either party to assign this Agreement or any of th right or duties hereunder contrary to the foregoing provision shall be void.

VIII. NOTICE

Notice permitted or required under this Agreement shall be deemed acceptable when mailed by certified mail, postage prepaid, or when dispatched by facsimile, telex, or cablegram and followed by a written confirmation mailed by certified mail, postage prepaid, within twenty-four hours after such dispatch.

IX. LOW SOFTWARE LICENSE AGREEMENT

IMPORTANT: By loading and using this software, you agree to all of the terms of the Agreement. Do not load this software until you have carefully read and agreed to the following terms and conditions. If you do not agree to the terms of this Agreement, do not install or use this software.

LICENSE: Company grants you the following non-exclusive, non-transferable, royalt free, copyright license subject to the terms of this Agreement. Company grants you the right to copy the software and materials ("Materials") onto a computer for your use. You will not use copies in excess of your purchase agreement, and further, you will n

copy, modify, see or transfer any part of the materials except as provided in this Agreement. You will not reverse engineer, recompile, or disassemble the software.

OWNERSHIP AND COPYRIGHT OF MATERIAL: Title to the Materials and all copies thereof remains with Company or its suppliers. The Materials are copyrighted and are protected by United States copyright laws and international treaty provisions. You will not remove the copyright notice from the Materials. Except as expressly provided herein, Company does not grant any express or implied right to you under Company patents, copyrights, trademarks, or trade secret information.

LIMITATION OF LIABILITY: THE MATERIALS ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE THE MATERIALS.

Company and Customer, by signature below, acknowledge that they have read this Agreement, including the schedules, understand it, and agree to all its terms and conditions. This Agreement constitutes the entire Agreement, between the parties and supercedes all prior communications, proposals, or agreements relative to the hardware, software or services outlined herein.

Low Associates, Inc.

Low Associates, Inc.
4612 S. Main St
South Bend, IN 46614

BY:	Low Associates, Inc.	
NAME:	Kolly & Jon	
TITLE:	Paecident	
DATE.	4-11-7007	
DATE:	11 0000	

Customer

Hendricks County 355 S Washington St Danville, IN 46122 NAME: Stan County

NAME: Stan County

TITLE: PRESIDENT - BOARD OF COMMISSIONERS

DATE: APRIL 1,2002

Financial

SCHEDULE A

Annual License Fee

Terms of Agreement: January 1, 2002 through December 31, 2002 Services will be billed annually (Prorated for partial year)

Software Maintenance For Application \$19,592.00 annual fee Software Designed, Authored And Licensed By Low

Software maintenance/support shall include individual program additions or changes which correct program failure, enhance program performance and/or improve presentation. All Low software products are subject to continued revisions.

Windows Financial Suite General Ledger Payroll/Human Resources Report Viewer Software Budget Projection Daily Cash Investment System

License of Software above allows for a single installation except as noted.

Special note:

Low Associates agrees to provide special technical support as needed, should the Windows version of the Payroll/Human Resources System not be ready for implementation by January of 2003. This would cover any technical support issues related to the continued use of the Dos Payroll/Human Resources System and will be provided at no cost to Hendricks County. Hendricks County agrees not to make changes related to the hardware and system software without consulting Low.

Customer Hun I Colly E John Date 4-11-2002

Company Kolly E John Date 4-11-2002

FEES ABOVE INCLUDE ALL EMPLOYEE EXPENSES: LOCAL, STATE, AND FEDERAL TAXES, INSURANCE, VACATION, SICK LEAVE, TRAINING, HOLIDAYS, OVERTIME, RETIREMENT ALLOWANCE AND ANY OTHER EMPLOYEE COSTS, DIRECT OR INDIRECT.

SCHEDULE B

Annual License Fee

Terms of Agreement: January 1, 2002 through December 31, 2002 Services will be billed annually (Prorated for partial year)

Software Maintenance For Application Software Designed, Authored And Licensed By Low \$22,500.00

Software maintenance/support shall include individual program additions or changes which correct program failure, enhance program performance and/or improve presentation. All Low software products are subject to continued revisions

> Property Tax System Network Version unlimited users Windows Tax History Windows Tax Duplicate Windows Tax Viewer

License of Software above allows for a single installation except as noted. Annual Fees will change after upgrading to Windows Property Tax System.

Customer Alm & Strong Date APRIL 1,2002

Company Kelly & John Date 4-11-2002

FEES ABOVE INCLUDE ALL EMPLOYEE EXPENSES: LOCAL, STATE, AND FEDERAL TAXES, INSURANCE, VACATION, SICK LEAVE, TRAINING, HOLIDAYS, OVERTIME, RETIREMENT ALLOWANCE AND ANY OTHER EMPLOYEE COSTS, DIRECT OR INDIRECT.

SCHEDULE C

Annual License Fee

Terms of Agreement: January 1, 2002 through December 31, 2002 Services will be billed annually (Prorated for partial year)

Software Maintenance For Application \$2,280.00 annual fee Software Designed, Authored And Licensed By Low

Software maintenance/support shall include individual program additions or changes which correct program failure, enhance program performance and/or improve presentation. All Low software products are subject to continued revisions.

Windows License Excise Tax system Fixed Assets system

License of Software above allows for a single installation except as noted.

Customer Atun & Oslan Date April 1,2002

Company Kolly & John Date 4-11-2007

SCHEDULE D

Technical Service/Support Agreement

Terms of Agreement: January 1, 2002 through December 31, 2002. Services will be billed annually

Technical Services

Conversion \$100,800 Amual Fee

Advanced/Special Technical Support will be used for the following: All special services not covered (Schedules A-B)

All technical support not covered (Schedules A-B)

Technical Services to be provided include but are not limited to:

Data Conversion Payroll Data

Data Conversion Financial Data

Training on Payroll and related software

Training on Financial and related software

Data Conversion Property Tax Data

Training on Property Tax and related Software

Staff Development and retraining on any software as requested

Hardware Installation and Setup

Installation of Application Software

Installation of Data Base Software

Installation of other Software as required

Consulting and planning as required and requested by the Auditor or

Treasurer of Hendricks County

Staff assigned as required.

Technical Services will be reviewed and a new fee established on an annual basis. The fee presented above is a first year fee which includes significant startup expenses (i.e. conversion, initial training, etc.).

Customer	Hu & O atum	Date April 1,2002
-		
Company	Kelly E Low	Date _ 4-11-2007

FEES ABOVE INCLUDE ALL EMPLOYEE EXPENSES: LOCAL, STATE, AND FEDERAL TAXES, INSURANCE, VACATION, SICK LEAVE, TRAINING, HOLIDAYS, OVERTIME, RETIREMENT ALLOWANCE AND ANY OTHER EMPLOYEE COSTS, DIRECT OR INDIRECT.

50% applied to Property Tax

50,400



PROPERTY TAX SYSTEM

Hendricks County 2/25/02

Network Version - Unlimited Users Windows Tax History Windows Tax Viewer Sub Totals-Software License and Annual License Fee: \$575,995 \$22,5 Mulitple System Discount (\$15,000) TOTAL - Base Software License and Annual License Fee: \$60,995 \$22,5 TRAINING - INSTALLATION - CONVERSION DESCRIPTION DAYS RATE See Technical Service/Support Agreement TOTAL - Services (*) (*) See Technical Service/Support Agreement for future or additional training/service needs. TOTAL - SOFTWARE LICENSE, SERVICES AND ANNUAL LICENSE FEE: \$60,995 \$22,50 Credit will be given when upgrading to the Low Windows Property Tax System. Prices including Multiple System discount are firm for sixty days. Annual License Fee includes support questions regarding the application software via our software support may also be provided via the Interget, mail, or email. The Annual License Fee also includes software updates necessay to correct software defects or periodic software updates for enhancements to the application software provided by Low. Any services not covered by the Annual License Bee includes software updates necessay to correct software defects or periodic software updates for enhancements to the application software provided by Low. Any services not covered by the Annual License Bee includes Service/Support Agreement. *Annual License Begins the 1st month following installation. Your signature below indicates your acceptance of this proposal.	BASE SOFTWARE:		SOFTWARE LICENSE COST	ANNUAL LICENSE FEE
Mulitple System Discount TOTAL - Base Software License and Annual License Fee: \$60,995 \$22,5 TRAINING - INSTALLATION - CONVERSION DESCRIPTION DAYS RATE TOTAL - Services (*) (*) See Technical Service/Support Agreement for future or additional training/service needs. TOTAL - SOFTWARE LICENSE, SERVICES AND ANNUAL LICENSE FEE: \$60,995 \$22,50 Credit will be given when upgrading to the Low Windows Property Tax System. Prices including Multiple System discount are firm for sixty days. Annual License Fee includes support questions regarding the application software via our software support may also be provided via the Interget, mail, or email. The Annual License Fee also includes software updates necessay to correct software defects or periodic software updates for enhancements to the application software provided by Low. Any services not covered by the Annual License Fee can be provided through the use of the Technical Service/Support Agreement. *Annual License begins the 1st month following installation. Your signature below indicates your acceptance of this proposal. **Annual License begins the 1st month following installation. Your signature below indicates your acceptance of this proposal.	Network Version - Unlimited Users Windows Tax History Windows Tax Dupilicate		\$75,995	\$22,500
TOTAL - Base Software License and Annual License Fee: \$60,995 \$22,5 TRAINING - INSTALLATION - CONVERSION DESCRIPTION DAYS RATE See Technical Service/Support Agreement TOTAL - Services (*) (*) See Technical Service/Support Agreement for future or additional training/service needs. TOTAL - SOFTWARE LICENSE, SERVICES AND ANNUAL LICENSE FEE: \$60,995 \$22,50 Credit will be given when upgrading to the Low Windows Property Tax System. Prices including Multiple System discount are firm for sixty days. Annual License Fee includes support questions regarding the application software support toll free phone number, or application software trouble-shooting and resolution via a modem. If appropriate, application software support may also be provided via the Interget, mail, or email. The Annual License Fee also includes software updates necessay to correct software defects or periodic software updates for enhancements to the application software provided by Low. Any services not covered by the Annual Licence Fee can be provided through the use of the Technical Service/Support Agreement. *Annual License begins the 1st month following installation. Your signature below indicates your acceptance of this proposal.	Sub Totals-Software License and Annual Lice	ense Fee:	\$75,995	\$22,500
TRAINING - INSTALLATION - CONVERSION DESCRIPTION DAYS RATE TOTAL - Services (*) (*) See Technical Service/Support Agreement for future or additional training/service needs. TOTAL - SOFTWARE LICENSE, SERVICES AND ANNUAL LICENSE FEE: \$60,995 \$22,50 Credit will be given when upgrading to the Low Windows Property Tax System. Prices including Multiple System discount are firm for sixty days. Annual License Fee includes support questions regarding the application software via our software support toll free phone number, or application software trouble-shooting and resolution via a modern. If appropriate, application software support may also be provided via the Interpet, mall, or email. The Annual License Fee also includes software updates necessary to correct software defects or periodic software updates for enhancements to the application software provided by Low. Any services not covered by the Annual Licence Fee can be provided through the use of the Technical Service/Support Agreement. *Annual License begins the 1st month following installation. Your signature below indicates your acceptance of this proposal. **Aunual License begins the 1st month following installation.** **Aunual License begins the 1st month following installation.** **Your signature below indicates your acceptance of this proposal.**	Mulitple System Discount		(\$15,000)	
DAYS RATE See Technical Service/Support Agreement TOTAL - Services (*) (*) See Technical Service/Support Agreement for future or additional training/service needs. TOTAL - SOFTWARE LICENSE, SERVICES AND ANNUAL LICENSE FEE: \$60,995 \$22,50 Credit will be given when upgrading to the Low Windows Property Tax System. Prices including Multiple System discount are firm for sixty days. Annual License Fee includes support questions regarding the application software via our software support toll free phone number, or application software trouble-shooting and resolution via a modern. If appropriate, application software support may also be provided via the Interget, mail, or email. The Annual License Fee also includes software updates necessay to correct software defects or periodic software updates for enhancements to the application software provided by Low. Any services not covered by the Annual License Fee can be provided through the use of the Technical Service/Support Agreement. *Annual License begins the 1st month following installation. Your signature below indicates your acceptance of this proposal. **Authorized Agreement Service/Support Agreement Service/Support Agreement.** **Authorized Agreement Service/Support Agreement.**		ral License Fee:	\$60,995	\$22,500
See Technical Service/Support Agreement TOTAL - Services (*) (*) See Technical Service/Support Agreement for future or additional training/service needs. TOTAL - SOFTWARE LICENSE, SERVICES AND ANNUAL LICENSE FEE: \$60,995 \$22,50 Credit will be given when upgrading to the Low Windows Property Tax System. Prices including Multiple System discount are firm for sixty days. Annual License Fee includes support questions regarding the application software via our software support toll free phone number, or application software trouble-shooting and resolution via a modern. If appropriate, application software support may also be provided via the Interget, mail, or email. The Annual License Fee also includes software updates necessay to correct software defects or periodic software updates for enhancements to the application software provided by Low. Any services not covered by the Annual License Fee can be provided through the use of the Technical Service/Support Agreement. *Annual License begins the 1st month following installation. Your signature below indicates your acceptance of this proposal.	TRAINING - INSTALLATION - CONVERSION			
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Annual License Fee includes support questions regarding the application software via our software support toll free phone number, or application software trouble-shooting and resolution via a modem. If appropriate, application software support may also be provided via the Interget, mail, or email. The Annual License Fee also includes software updates necessay to correct software defects or periodic software updates for enhancements to the application software provided by Low. Any services not covered by the Annual Licence Fee can be provided through the use of the Technical Service/Support Agreement. *Annual License begins the 1st month following installation. Your signature below indicates your acceptance of this proposal. *Aunual License begins the 1st month following installation.	Credit will be given when upgrading to the Lov	w Windows Property Tax System.		
application software trouble-shooting and resolution via a modem. If appropriate, application software support may also be provided via the Interget, mail, or email. The Annual License Fee also includes software updates necessay to correct software defects or periodic software updates for enhancements to the application software provided by Low. Any services not covered by the Annual Licence Fee can be provided through the use of the Technical Service/Support Agreement. *Annual License begins the 1st month following installation. Your signature below indicates your acceptance of this proposal. **Authorized Authorized Service/Support Agreement Authorized Service/Supp	Prices including Multiple System discount are	firm for sixty days.		
Your signature below indicates your acceptance of this proposal. Huy Column	application software trouble-shooting and resc via the Interpet, mail, or email. The Annual Lic periodic software updates for enhancements t	olution via a modem. If appropriate, a sense Fee also includes software up to the application software provided	application software support may als dates necessay to correct software of by Low. Any services not covered by	o be provided defects or
Alu & Ostim	*Annual License begins the 1st month followin	ng installation.		
Low Associates Sales Representative	Your signature below indicates your acceptant	ce of this proposal.		
COUNTY AUTHORITIES OF TABLES OF THE PROPERTY O	Low Associates Sales Representative	·····	Alu J Ostum County Authoriz	ation

The software proposed requires properly configured Network Hardware. For equipment requirements, see: www.lllow.com. Low Associates is a Dell Computer provider and can supply all of the necessary equipment, including preparation and installation needs.

SCHEDULE B

Annual License Fee

Terms of Agreement: January 1, 2002 through December 31, 2002 Services will be billed annually (Prorated for partial year)

Software Maintenance For Application Software Designed, Authored And Licensed By Low \$22,500.00

Software maintenance/support shall include individual program additions or changes which correct program failure, enhance program performance and/or improve presentation. All Low software products are subject to continued revisions

Property Tax System
Network Version unlimited users
Windows Tax History
Windows Tax Duplicate
Windows Tax Viewer

License of Software above allows for a single installation except as noted. Annual Fees will change after upgrading to Windows Property Tax System.

Customer Alin I Ostum	Date 10,2002
Company	_ Date

FEES ABOVE INCLUDE ALL EMPLOYEE EXPENSES: LOCAL, STATE, AND FEDERAL TAXES, INSURANCE, VACATION, SICK LEAVE, TRAINING, HOLIDAYS, OVERTIME, RETIREMENT ALLOWANCE AND ANY OTHER EMPLOYEE COSTS, DIRECT OR INDIRECT.

FIXED ASSETS SYSTEM

LOW SOFTWARE PRICE PROPOSAL FOR: 3/15/02	HENDRICKS COUN	TY	
SOFTWARE: Fixed Assets System		SOFTWARE LICENSE COST \$2,595	ANNUAL LICENSE FEE \$780
Sub Totals-Software License and Annual License Fe	ee:	\$2,595	\$780
Multiple System Discount		\$2,595	
TOTAL - Software License and Annual License Fo	ee:		<u>\$780</u>
SERVICE IMPLEMENTATION - INSTRUCTION - TR	RAINING		
DESCRIPTION	DAYS	RATE	
See Technical Service/Support Agreement			
TOTAL - Services (*) Travel and Living Expenses Not Included		-	
Hardware Install - Separate Quote (*)			
(*) See our Technical Service/Support Agreemer for training / hardware / service needs.	nt (Attached)		
TOTAL - SOFTWARE LICENSE, ANNUAL LICENS AND SERVICES:	E FEE		\$780
Prices including discount are firm for thirty days. Te Annual License begins the 1st month following instal			
EQUIPMENT REQUIREMENTS:(STANDALONE OF Novell 5.1 Netware Network PC's Laplink 2000/Modem Network Printe Windows 98 Network Wiring Local Printers	rs		
Low Associates is a Dell Computer provider and including preparation and installation needs.	could supply any or all of t	he necessary equipment,	
		- ^	



Low Associates Sales Representative

County Authorization

www.lllow.com

WINDOWS LICENSE EXCISE TAX SYSTEM

3/15/02	POSAL FOR: HENDRICK	SCOUNTY		
SOFTWARE: License Excise Tax System (LET)		•	SOFTWARE LICENSE COST \$4,995	ANNUAL LICENSE FEE \$1,500
Sub Totals-Software License and A	nnual License Fee:		\$4,995	\$1,500
Mulitiple System Discount			\$1,000	
TOTAL - Software License and A	nnual License Fee:		\$3,995	\$1,500
SERVICE IMPLEMENTATION - IN	STRUCTION - TRAINING			
DESCRIPTION	DAYS		RATE	
See Technical Service/Support Age	reement			
TOTAL - Services (*)				
Travel and Living Expenses N	lot Included			
(*) See our Technical Service/ for training / hardware / se	Support Agreement (Attached) rvice needs.			
TOTAL - SOFTWARE LICENSE, A	ANNUAL LICENSE FEE		\$3,995	\$1,500
The software proposed requires pro (See equipment requirements)	operly configured Network Hardwa	are.		
Prices including discount are valid Annual License begins the 1st mor		lays.		
Laplink 2000/Modem Net	letwork or Standalone): work PC's work Printers work Wiring			
Low Associates is a Dell Compuincluding preparation and install		or all of the ne	cessary equipment	,
Kelly Eto	W	Alex	r flotten	\gtrsim
Low Associate Sales Repr	esentative		County Auth	orization



Low Associates Sales Representative



Windows Financial Accounting Suite

HENDRICKS COUNTY

2/25/02

BASE SOFTWARE:		SOFTWARE LICENSE COST	ANNUAL LICENSE FEE
General Ledger		\$34,995	\$8,500
Payroll/Human Resources		\$34,995	\$8,500
Report Viewer Software		\$3,795	\$708
Sub Totals-Software License and Annual License	Fee:	\$73,785	\$17,708
Multiple System Discount		(\$10,000)	
TOTAL - Base Software License and Annual L	icense Fee:	\$63,785	\$17,708
OPTIONAL SOFTWARE:	COST	SOFTWARE LICENSE COST	ANNUAL LICENSE FEE
Auto Requisition Budget Projection Daily Cash Employee Time Reporting	\$3,795 \$3,795 \$1,895 \$3,795	\$3,795 \$1,895	\$948 \$468
Investment System Sub Totals-Software License and Annual License	\$1,895	\$1,895	\$468
TOTAL - Optional Software License and Annu. (Optional Software not included / extended can be	al License Fee:	\$7,585 \$7,585	\$1,884 \$1,884
TRAINING - INSTALLATION - CONVERSION DESCRIPTION	DAYS	RATE	
See Technical Service/Support Agreement			
Plus Travel and Living Expenses TOTAL - Services (*)			
(*) See Technical Service/Support Agreement for	future or additional training/serv	vice needs.	
TOTAL - SOFTWARE LICENSE, SERVICES AN	ID ANNUAL LICENSE FEE:	\$71,370	\$19,592

Prices including Multiple System Discount are firm for sixty days.

Annual License Fee includes support questions regarding the application software via our software support toll free phone number, or application software trouble-shooting and resolution via a modem. If appropriate, application software support may also be provided via the Internet, mail, or email. The Annual License Fee also includes software updates necessay to correct software defects or periodic software updates for enhancements to the application software provided by Low. Any services not covered by the Annual License Fee can be provided through the use of the Technical Service/Support Agreement.

* Annual License begins the 1st month following installation.

Your signature below indicates your acceptance of this proposal.

Low Associates Sales Representative

County Authorization

The software proposed requires properly configured Network Hardware. For equipment requirements, see: www.lllow.com. Low Associates is a Dell Computer provider and can supply all of the necessary equipment, including preparation and installation needs.